

United States Bankruptcy Court  
District of Oregon

In re:  
SeaPort Airlines, Inc.  
Debtor

Case No. 16-30406-rld  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0979-3

User: Admin.  
Form ID: pdf018

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Feb 05, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 07, 2016.

db +SeaPort Airlines, Inc., 7505 NE Airport Way, Portland, OR 97218-1021

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 07, 2016

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 5, 2016 at the address(es) listed below:  
NONE. TOTAL: 0

Below is an Order of the Court.

  
RANDALL L. DUNN  
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re ) Case No. 16-30406-rld11  
)  
SeaPort Airlines, Inc., ) ORDER AUTHORIZING DEBTOR TO ASSUME  
) A CERTAIN CREDIT CARD PROCESSING  
) AGREEMENT WITH GRAVITY PAYMENTS,  
Debtor-in-Possession.) INC. EFFECTIVE AS OF THE PETITION DATE

Based on Debtor's Motion for an Order Authorizing Debtor to Assume a Certain Credit Card Processing Agreement with Gravity Payments, Inc. Effective as of the Petition Date (Dkt. No. 7) ("Motion") and the Court being otherwise fully advised, it is ORDERED as follows:

1. The Motion is granted.
2. Debtor is deemed to have assumed the Agreement as of February 5, 2016 (the "Petition Date").
3. Gravity Payments, Inc. ("Gravity") is authorized, in accordance with the Agreement, to continue to hold the Deposit (as defined in the Motion) and to make adjustments to the Deposit regardless of whether such amounts pertain to pre-petition

or post-petition transactions and to maintain the Deposit in such amount as specified under the Agreement. Gravity is expressly authorized, in accordance with the Agreement, to withhold remittances otherwise payable to Debtor allowing Gravity to cause the amount of the Deposit to equal the amount specified in the Agreement. Any claims of third parties to amounts due the Debtor under the Agreement are subject and subordinate to such rights.

4. The security interest granted to Gravity pursuant to the Agreement, including in the sales slips, the Deposit and any increases thereto (to the extent of the Debtor's interest, if any, in any of the foregoing), is hereby approved to secure all obligations of the Debtor to Gravity under and in connection with the Agreement arising before or after the Petition Date, regardless of whether amounts held as the Deposit and any other property subject to Gravity's interests pertain to pre-petition or post-petition transactions.

5. The automatic stay of 11 U.S.C. Section 362 is hereby modified to enable Gravity to perform under the Agreement and to exercise any and all contractual rights thereunder, including, without limitation, to (i) withhold amounts paid to Gravity by MasterCard and Visa on account of sales slips submitted by the Debtor to Gravity, (ii) collect fees due, (iii) adjust the Deposit as permitted by the Agreement and (iv) exercise the rights of recoupment, setoff and any other rights that may be exercised in the ordinary course of performance under the Agreement, in each case whether such actions, charges or credits relate to pre-petition or postpetition transactions.

6. There shall be no surcharge of any collateral that secures the claims of Gravity under 11 U.S.C. Sections 506 and 552 or under other applicable law .

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7. Gravity is hereby granted an allowed administrative expense claim to the extent of Gravity's claims under the Agreement that arise after the Petition Date, including but not limited to any cure costs payable under 11 U.S.C. § 365(b)(1).

8. Through the entry of this Order and by consenting thereto, neither U.S. Bank nor the Debtor or the estate shall be deemed to have waived or relinquished any rights or claims whatsoever arising out of or related to the Agreement or other applicable law other than as provided herein.

9. The effect of this Order shall survive the dismissal and/or closing of this case, appointment of a Chapter 11 trustee herein, confirmation of a plan, and/or the substantive consolidation of this case with any other case or cases.

10. Notwithstanding the possible applicability of Bankruptcy Rules 6007, 7062, 9014, any other provision of the Bankruptcy Rules, Bankruptcy Code or otherwise, this Order shall take effect immediately upon signature by this Court.

11. The terms of this order are subject to any objection filed within 21 days by a party in interest to this case. Within three (3) business days of entry of this order, Counsel for the Debtor shall serve a copy of the order upon the U.S. Trustee, Gravity, the 20 largest unsecured creditors, and any parties that have requested special notice.

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I certify that I have complied with the requirements of LBR 9021-1(a)(2)(A).

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PRESENTED BY:

/s/Robert J Vanden Bos

Robert J Vanden Bos OSB #78100  
Douglas R. Ricks, OSB #044026  
Christopher N. Coyle, OSB #07350  
VANDEN BOS & CHAPMAN, LLP  
319 S.W. Washington, Suite 520  
Portland, Oregon 97204  
Telephone: (503) 241-4869  
Fax: (503) 241-3731

Of Attorneys for Debtor-in-Possession

**First Class Mail:**

See Attached List

**Electronic Mail:**

The foregoing was served on all  
CM/ECF participants through the  
Court's Case Management/  
Electronic Case File system.

In re SeaPort Airlines, Inc.;  
Chapter 11 Bankruptcy Case No. 16-30406-rld11  
Service List

**First Class Mail:**

SeaPort Airlines, Inc.  
Attn: Timothy Sieber  
7505 NE Airport Way  
Portland, OR 97218

Aviall Services, Inc.  
Attn: Allison McCullough  
P.O. BOX 842267  
Dallas, TX 75284  
**VIA EMAIL:**  
**amccullough@aviall.com**

Olson Brooksby PC  
Attn: Scott Brooksby  
200 Pacific Building  
520 SW Yamhill Street  
Portland, OR 97204  
**VIA EMAIL:**  
**sbrooksby@olsonbrooksby.com**

**Largest 20 Unsecured Creditors:**

154 West Aviation Enterprises, Inc.  
c/o Kirk A. Hoopingarner Attorney  
Partner Quarles & Brady LLP  
300 N LaSalle St, # 4000  
Chicago, IL 60654  
**VIA EMAIL:**  
**Kirk.Hoopingarner@quarles.com**

City of Memphis, Treasurer  
Attn: Angela Washington  
Box 185  
Memphis, TN 38101  
**VIA EMAIL:**  
**angelaw@mscaa.com**

Petro Marine Services/Alaska  
Oil Sales  
Attn: Aaron Sperbeck, Esq.  
Box 396  
Skagway, AK 99840  
**VIA EMAIL:** **asperbeck@bhb.com**

Accounting Principals  
Attn: Jonathon Schussler  
10151 Deerwood Park Blvd  
Bldg 200 Suite 400  
Jacksonville, FL 32256  
**VIA EMAIL:**  
**Jonathan.Schussler@Adeconna.com**

DASH CA, Inc.  
Attn: Pat Kerrigan  
250 St Andrews Way  
Lompock, CA 93436  
**VIA EMAIL:**  
**patkdashca@aol.com**

Prime Turbines  
Attn: Robert W. Coleman  
PO Box 956  
Hyannis, MA 02601  
**VIA EMAIL:**  
**rcoleman@primeturbines.com**

Aero Services  
Attn: Brooke Walker  
1890 Renshaw Way  
Juneau, AK 99801  
**VIA EMAIL:**  
**Brooke.Walker@atlanticaviation.com**

Executive Express Aviation, LLC  
Attn: Keith Sisson  
43W700 US Highway 30  
Sugar Grove, IL 60554  
**VIA EMAIL:**  
**k.sisson@iflysouthern.com**

Sabre Group, Inc.  
Attn: Russ Perkins  
7285 Collection Center Dr.  
Chicago, IL 60693  
**VIA EMAIL:** **russ.perkins@sabre.com**

Airline Maintenance Service Inc.  
Attn: Erick Larson  
1 Terminal Way Suite 302  
Nashville, TN 37214  
**VIA EMAIL:**  
**erick.larson@airlinems.com**

Hill Fuel LLC  
Attn: Aldwin Harder  
Box 808  
Hoonah, AK 99829  
**VIA EMAIL:**  
**hillfuel12@gmail.com**

Tom's Aircraft Maintenance  
Attn: Tom Jacobson  
2641 E. Spring Street  
Long Beach, CA 90806  
**VIA EMAIL:** **tom@tomsaircraft.com**

American Express  
Attn: Carley Lehr  
PO Box 53852  
Phoenix, AZ 85072  
**VIA EMAIL:** **Carley.Lehr@aexp.com**

Kenyon International  
Emergency Svcs Inc.  
Attn: Aldwin Harder  
5180 Grand Point Drive  
Houston, TX 77090  
**VIA EMAIL:**  
**wbody@pattersonboyd.com**

Travelport, LP  
BV c/o Bank of America Lockbox  
Attn: Rhonda Shultes  
PO Box 402395  
Atlanta, GA 30384  
**VIA EMAIL:**  
**Rhonda.Shultes@travelport.com**

Atlantic Burbank  
Attn: LaVonne Sears  
PO Box 79648  
City of Industry, CA 91716  
**VIA EMAIL:**  
**lavonne.sears@atlanticaviation.com**

Lane Powell  
Attn: David Hosenpud  
1420 Fifth Avenue Suite 4200  
Seattle, WA 98111  
**VIA EMAIL:**  
**HosenpudD@LanePowell.com**

**U.S. Trustee's Office:**

Carla McClurg  
US Trustee's Office  
620 SW Main Street, Rm 213  
Portland, OR 97205  
**VIA EMAIL:**  
**Carla.McClurg@usdoj.gov**

Memphis Propeller Service, Inc.  
Attn: Leslie Davis  
11098 Willow Ridge Drive  
Olive Branch, MS 38654  
**VIA EMAIL:**  
**Leslie@memphispropeller.com**

**Electronic Mail:**

The foregoing was served on all  
CM/ECF participants through the  
Court's Case Management/ Electronic  
Case File system.